THE BIGHER COURTS.

& O. W. Kills vs. Valentine & Son,

whether they consti-

be judged of by men of ordinary information, for the reason that the witnesses of daround and saw me. It was serve and I was on the inside of the I ran to about the mide. I ran to about the mide, I he looked around and the looked around and the starting the start at that time, the start around the curve the fame around and hit me and made only in the form of an opinion. Id. 511.

The plaintiff testified that the migry he sustained caused him to lose a few days there are the mule was going pretty as me driver looked back at me be made another lick.

The lost time as a result of the injury and was untitled to compensation for this decomposition for this second from his wages. He lost time as a result of the injury and was untitled to compensation for this

of his employer, the defendant was not entitled to the benefit of either. The entitled to the benefit of either. The time was lost by him and he was entitled to recover. Afterned. Opinion by Robert less of an adult, the driver crosse that he would take is buself and act upon passion, unless the danger by appear and imminent. Not say of a minor whose discretion of a take care of himself cannot frield upon. Aftirmed. Opinion by Robert less of a minor whose discretion of the estate of E. Ryan on 16th of May, 1876. The note, when allowed and approved by the county court, became a judgment. The evidence of this judgment was the note, the indorsements of the allowance and approval by the administration of the county of the estate of the indorsements of the allowance and approval by the administration of the county of the allowance and approval by the administration of the county of the estate of the indorsements of the allowance and approval by the administration of the county of the estate of the indorsements of the allowance and approval by the administration of the county of the estate of the e

of the judgment sued on. The claim was not barred by limitation as the statute of ten years applies in such cases. Affirmed. Opinion by Willie, C. J.

Heirs of E. Ryan vs. J. Rust, appeal from Fort Bend. Under the mandate of the constitution the act of June 16, 1876, was passed and had the effect to transfer.

ado and Santa Fe Hallroad J.J. Settgast: appeal from tion for damages resulting siding of the road on plain-Making excavations and ich rendered access to the feuit. The defendant pleaded and asked that the land be

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whether they constithe meaning of the Error from Walker. The opinion that
many cases a matter the road track at the time and place persed and remanded. Opin-where the wreck occurred was out of re-pair and in an unsafe condition, exof the Street Railway Company pressed by the witnesses, was objected to.
fill, appeal from Harris. The The witnesses had actual knowledge of City Street Rallway Company (fill), appeal from Harris. The witnesses had actual knowelding of that part by about eleven years of that particular part of the read and testageting on he placed his basket upon which their judgments were founded. This brought the opinions clearly (f. bering the hell. The driver testop, he alighted while the car one requiring technical or special information. Whar, Ev. 513. On the other nand the opinions were admissible if the condition of the read could be judged of by men of ordinary information. If an after him to get it.

bute as are shown ought to compensation for this parery on the ground of conglement was entitled to compensation for this larger was the ground of congression of his contract of the contract gence were the plaintiff an of his contract or the grace of his employer, the defendant was not may we cannot set

standerrors many duestions tas he admission and rejection of the judgment sued on. The claim was not there being in the record

was passed and had the effect to transfer to the county court all causes then pend-ing in the district court which were within the jurisdiction of the former. To accomplish the transfer from the one court to another no order of any court or judge was required—that was accom-plished by the act itself. Affirmed. Opin-

transpart of lot 15, and that the july that the plaintiff from the company the value want of probable cause must combine. The former may be inferred from the latter, but is not a legal inference. What the plaintiff is a sum equal to the lejury or depreciation, if it is sufficiently in the construction is across said lot 15, within the manner of manner is across said lot 15, within the manner of manner is across said lot 15, within the manner of manner is across said lot 15, within the manner of manner is across said lot 15, within the manner of manner is across said lot 15, within the manner of manner is across said lot 15, within the manner of manner is across said lot 15, within the manner of manner of manner of manner of manner of manner of the prosecution was not commenced for any other purpose except to subserve the private interest of the prosecution was not commenced for any other purpose except to subserve the private interest of the prosecution was not commenced for any other purpose except to subserve what evidence of malice may be interested.

what evidence of malice may be introdiamed in the petition."
sit and jury evidently treates
the in which damages were to
in cases of ordinary condemif this the appellant cannot
affirmed. Opinion by StayDwyer vs. City of Brenham.
Washington. As the city of
therefore the city of
therefore the contract of the cash payment.
We provide that the contract of the cash payment.
The plantiff did not seek
to enforce an executory contract for the
sale of land, on the contrary, he had reproducted the contract of sale, and sought
to recover back the money advanced to
defendant as part of the cash payment.
Held, that there was nothing to distinmish this case from all ordinary action
for money had and received, and the
Brownwood and retard her present re-

methods Randsered at the Garlined so the Supreme Court.

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A. Seaman et al., appeal from Trinity. The right of the survivor in community to the absolute management of the com-mon estate is secured by the statute, only in the event that a bond with sufficient sureties and conditioned as the statute directs is filed in the county court of the proper county. When the bond filed is not satisfactory, or the court at the request of interested parties sets it aside, and the very county falls. and the survivor fails to file a new one he is in effect removed from the manage ment of the estate and an order to that effect may be made by the county court and an administrator appointed. Such an administrator may bring suit on the bond for waste and the sureties will be liable to the amount of the bond. Such and may be brought in the district court, the amount being within its jurisdiction, and it is not necessary to dest establish the devastavit in the county court. Reversed

and remanded. Opinion by Willie, C. J. S. W. Eason vs. S. & K. T. Ry. Co., appeal from Hardin. The plaintiff was in the coupley of the owners of a saw-mill located near the line of defendant's road. For convenience in shipping lumber, the company had run a track out to the mill, and cars were left there for loading by the owners of the mill, when the engines of the company would come and carry the cars to the main t ack. The plaintiff' duty was to superintend the loading. While the train of defendant was on this track, two empty cars were near the end, one being derailed. Plaintiff requested the conductor to back his train and hitch on to these cars and pull them up to where they could be loaded with more ease. The conductor having but one brakeman, asked plaintiff to act for him and couple the last or derailed car. In doing so he was injured, and negligene of the engineer is alleged.

The demurrer to the petiton was sussumed all the risk incident to the po and hence could not recover for an injury caused by the negligence of a fellow serv-ant. This is the law when the party is a mere volunteer. But the case is different when he acts at the time in furtherance of his own or his master's business; 2 Thompson 10a Neg. 1045. The principle upon which a recovery is allowed is this: protected. There was error in sustaining the demurrer. Reversed and remanded Opinion by Willie, C. J.

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Contract Contra

the court to assist the management of the strange war note a meeting and denounce the strange to the strange of the strange of

The injured person is not a volunteer, but engaged at the request, or with the permission, of the company's agent in a transaction of interest as well to bimself or his master as to the company, and this entitles him to the same protection against the negligence of the company's servants as if he were at the time attending to his own private affairs. Though performing a service beneficial to both, he is doing so in his own behalf and not as the serv-

ant of the company. Their frequest or nequiescence gives him the right to per-form the service, and the fact that he acts in his own behalf gives him a right to be

with Hypephosphites, in Scrofulous and

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